



100 North Charles Street
Baltimore, Maryland 21201

9-103A021

CSX Equipment

RECORDATION NO. 9811-14 FILED 1425

APR 13 1989 - 12 20 PM

April 6, 1989

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Ave., N.W.
Washington D.C., 20423

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INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mildred Lee:

INTERSTATE COMMERCE COMMISSION

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303 (a) and the regulations promulgated thereunder, is one (1) executed counterpart and five (5) copies thereof of a secondary document, not previously recorded, entitled PURCHASE AND SALE AGREEMENT with a BILL OF SALE and a RELEASE dated as of December 30, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company
(as Agent)
Two Hopkins Plaza
P.O. Box 2258
Baltimore, MD 21203

Connell Rice & Sugar Co. Inc. (Connell Leasing Company
Division, "Connell") (as Lessor and as Seller)
45 Cardinal Drive
Westfield, New Jersey 07092

CSX Transportation Inc., (as Lessee and Buyer)
Successor by merger to The Chesapeake and Ohio Railway
Company (C&O)
100 North Charles Street
Baltimore, MD 21201

The first enclosed document, entitled PURCHASE AND SALE AGREEMENT, among other things, specifies the desires of the Buyer to purchase and each of the Sellers desires to sell and cause to be sold that certain railroad equipment originally under the Reconstruction and Conditional Sale Agreement, dated as of October 1, 1978, filed with the Interstate Commerce Commission ("ICC") on October 31, 1978, as well as that certain Transfer Agreement, Lease, Assignment of Lease and Agreement and a Hulk Purchase Agreement, all filed with the ICC with Recordation Nos. 9811, 9811-A, 9811-B, 9811-C, and 9811-D, respectively.

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines
are units of CSX Transportation, Inc. and its affiliates.

FOR OPERATING UNIT
APR 13 12 13 PM '89

The second enclosed document, entitled BILL OF SALE specifies the terms of the sale by the Sellers to sell, assign, transfer and set over to Buyer, all right, title and interest in and to the Equipment described in Schedule I of the Bill of Sale from that certain Lease of Railroad Equipment (as modified, supplemented or amended from time to time), dated as of October 1, 1978, filed with the Interstate Commerce Commission ("ICC") on October 31, 1978 and assigned Recordation No. 9811-B.

The third enclosed document, entitled RELEASE, specifies the acknowledgment of the satisfaction of all debt owed to the Agent pursuant to, and release all right, title and interest in and to, that certain railroad equipment originally under the Reconstruction and Conditional Sale Agreement, dated as of October 1, 1978, filed with the Interstate Commerce Commission ("ICC") on October 31, 1978 as well as that certain Transfer Agreement and a Hulk Purchase Agreement, all filed with the ICC with Recordation Nos. 9811, 9811-A, 9811-D, respectively.

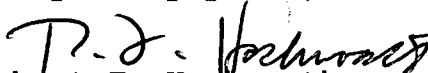
The units of equipment covered by the enclosed documents are all units identified in said Agreements. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release"

Enclosed is a check in the amount of \$13.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Instrument of Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,


Robert F. Hochwarth
Senior Counsel

cc: Mr. D.J.Voisard
Attachments

RELEASE

RECORDATION NO. 9811

FILED 1423

APR 13 1989 -12 20 PM

INTERSTATE COMMERCE COMMISSION

To: Connell Rice & Sugar Co., Inc.
("Connell")

CSX Transportation Inc. ("CSX"),
as successor by merger to
The Chesapeake and Ohio Railway
Company ("Chesapeake")

Dear Sirs,

Pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 30, 1988 between Connell and CSX, for valuable consideration the receipt and sufficiency of which we hereby acknowledge we, not in an individual capacity but solely as agent pursuant to a certain Participation Agreement, dated as of October 1, 1978, as modified, supplemented or amended from time to time, hereby acknowledge the satisfaction of all debt owed to us pursuant to, and release all our right, title and interest in and to, the following documents (collectively the "Agreements"):

1. Reconstruction and Conditional Sale Agreement (the "RCSA"), dated as of October 1, 1978, among us, Chesapeake and Connell, filed with the Interstate Commerce Commission ("ICC") on October 31, 1978, at 1:05 p.m., recordation number 9811;

2. Transfer Agreement, dated as of October 1, 1978 between us and Connell, filed with the ICC on October 31, 1978, at 1:05 p.m., recordation number 9811-A;

3. Lease of Railroad Equipment, dated as of October 1, 1978, between Chesapeake and Connell, filed with the ICC on October 31, 1978, at 1:05 p.m., recordation number 9811-B;

4. Assignment of Lease and Agreement, dated as of October 1, 1978 between us and Connell, filed with the ICC on October 31, 1978, at 1:05 p.m., recordation number 9811-C; and

5. Hulk Purchase Agreement, dated as of October 1, 1978 between Connell and Chesapeake, filed with the ICC on October 31, 1978, at 1:05 p.m., recordation number 9811-D.

This Release is provided pursuant to the Purchase Agreement and is given on condition that all indemnities for our benefit as set forth in the Agreements and the documents related thereto including, but not limited to, Articles 12 and 21 of the RCSA, shall survive the execution and delivery of this instrument and the Purchase Agreement. This Release may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have caused this instrument to be signed by a duly authorized officer this 2nd day of February, 1989.

[Corporate Seal]
Attest:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as agent

By R. E. Schreiber
Schreiber
Authorized Officer

By R. E. Schreiber
Name: ~~Russell E.~~ R. E. Schreiber
Title: Vice President

Agreed and Accepted:

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division)

By _____
Name: R. C. Connolly
Title: Executive Vice President

5. Hulk Purchase Agreement, dated as of October 1, 1978 between Connell and Chesapeake, filed with the ICC on October 31, 1978, at 1:05 p.m., recordation number 9811-D.

This Release is provided pursuant to the Purchase Agreement and is given on condition that all indemnities for our benefit as set forth in the Agreements and the documents related thereto including, but not limited to, Articles 12 and 21 of the RCSA, shall survive the execution and delivery of this instrument and the Purchase Agreement. This Release may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have caused this instrument to be signed by a duly authorized officer this 2nd day of February, 1989.

[Corporate Seal]
Attest:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as agent

By _____
Schreiber
Authorized Officer

By _____
Name: Russell E.
Title: Vice President

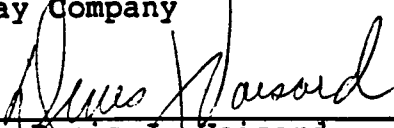
Agreed and Accepted:

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division)

By  _____
Name: R. C. Connolly
Title: Executive Vice President

CSX TRANSPORTATION INC.,
as successor by merger to
The Chesapeake and Ohio
Railway Company

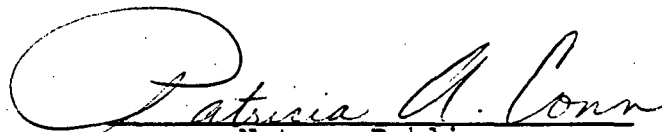
By


Name: Denis J. Voisard

Title: Assistant Vice President and
Treasurer - Equipment Unit

STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 1st day of February, 1989, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, that the seal affixed to the Release is the corporate seal of said corporation and that the foregoing Release was duly signed by him on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Release was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My commission expires: 7-1-90